

STATE OF KANSAS
DEPARTMENT OF HEALTH AND ENVIRONMENT
ENVIRONMENTAL REMEDIATION AGREEMENT

**In the matter of environmental contamination located at the former Wades Aluminum
Smelter Site in Bourbon County, Kansas.**

The PARTIES hereto, the Kansas Department of Health and Environment ("KDHE"), and Bourbon County, Kansas, (also referred to herein as "COUNTY"), having agreed that settlement of this matter is in the best interests of the PARTIES and the public, hereby represent and state the following.

NOW THEREFORE, THE FOLLOWING IS AGREED.

1. The former Wade's Aluminum Products Inc facility is located in the northwest quarter of Section 17, Township 25 South, Range 25 East in Bourbon County, Kansas. For purposes of this Environmental Remediation Agreement, the Wade's Aluminum Products Site (Site) includes the above facility as well as all areas, and media where contamination from the facility may have emanated or migrated, including those located beyond the area illustrated in Exhibit 1.
2. The Wade's Aluminum Products Inc began operations in 1978. Wade's Aluminum Products Inc extracted aluminum from aluminum dross, made aluminum alloys and reprocessed scrap aluminum. Wade's Aluminum Products filed for bankruptcy in

November 1985. Wade's Aluminum Products Inc forfeited its corporate status in June 1986 for failure to file an annual report.

3. The property was owned by R.W. Cullor and Gary W. Cullor, and was leased to Wade's Aluminum Products in January 1978. In June 1986, the property was deeded to Cullor Inc by individual members of the Cullor family. Cullor Inc deeded the property to Cullor Properties LLC in September 2006. Cullor Properties LLC sold the property to Bourbon County, Kansas, in December 2006 and was indemnified from environmental liability by Bourbon County.
4. The purchase agreement between Culler Properties LLC and Bourbon County included an indemnification and hold harmless agreement, which Bourbon County agreed to fully indemnify the Seller for any release or threat of a release, actual or alleged, of any hazardous substances or chemicals on or about the property now or previously located on the property; and
5. In November 1995, KDHE performed a Preliminary Assessment on the property. This assessment included the collection of two waste samples and one soil sample. Analytical results indicated that waste at the site exceeded the RCRA Rule of 20 for cadmium, chromium and lead.
6. In November 2005, KDHE performed an Integrated Removal Site Evaluation/Site Inspection at the site. Total lead concentrations in soils at the site ranged from 270 mg/kg to 7,300 mg/kg. The Kansas Non-Residential Risk-based standard for lead in soil

is 1000 mg/kg. Three of thirteen waste samples submitted for TCLP analysis for lead exceeded the TCLP standard of 5 mg/L.

7. The Secretary and the COUNTY shall conduct the activities identified and be bound by the terms set forth herein.
8. COUNTY shall undertake all actions required by the terms and conditions of this Environmental Remediation Agreement ("AGREEMENT") and be responsible for costs of the remediation and those costs incurred by KDHE pertaining to the performance of a Remedial Site Evaluation, administration and oversight of the remediation.
9. COUNTY shall provide a copy of this AGREEMENT to all contractors, subcontractors, laboratories and consultants which are retained to conduct any work performed under this AGREEMENT, prior to retaining their services. Notwithstanding the terms of any contract, COUNTY is, and shall remain, responsible for compliance with the terms of this AGREEMENT and for ensuring that its contractors and agents comply with this AGREEMENT.
10. All activity contemplated or performed pursuant to this AGREEMENT shall be conducted subject to the approval of KDHE in accordance with the terms of this AGREEMENT and consistent with the standards, specification and schedules approved by KDHE as contained in the exhibits to this AGREEMENT.
 - a. Failure to comply with any of the terms and conditions of this AGREEMENT or incorporated exhibits shall be considered a violation of this AGREEMENT and

may subject the COUNTY to such administrative actions and penalty provisions as set forth in this AGREEMENT or otherwise authorized by law.

- b. All communications, notifications and requests required under this AGREEMENT shall be made in writing. For the purposes of this AGREEMENT, fax transmissions will be considered as being in writing; e-mail transmissions shall not be considered in writing.
- c. Unless otherwise directed by KDHE, COUNTY shall provide to KDHE one hard copy plus one electronic copy of each deliverable required pursuant to this AGREEMENT.
- d. All documents submitted to KDHE pursuant to this AGREEMENT are subject to KDHE approval and shall be considered draft documents until accepted as final by KDHE.
- e. Any documents, reports, plans, specifications, schedules and/or attachments required by this AGREEMENT, upon acceptance by KDHE, shall be deemed incorporated into this AGREEMENT by reference.

11. **Exhibits Incorporated.** The following documents are, or shall be, incorporated herein by reference:

- a. Exhibit 1: Site Location Map.
- b. Exhibit 2a: Removal Site Evaluation (RSE) Scope of Work (SOW).
- c. Exhibit 2b: KDHE's RSE Report.

(Incorporated herein upon KDHE issuance).

- d. Exhibit 2c: RSE Cost Estimate.
 - e. Exhibit 3: Removal Action Design (RAD) Plan.
(Incorporated herein upon KDHE approval).
 - f. Exhibit 4: Removal Action Design (RAD) Schedule.
(Incorporated herein upon KDHE approval).
 - g. Exhibit 5: Agency Decision Document.
(Incorporated herein upon KDHE approval)
 - h. Exhibit 6: Field Activities Notification Form.
 - i. Exhibit 7: Exemplar of KDHE Invoice.
12. **Inadequate Performance – Notice of Disapproval.** In the event that KDHE finds that a document submitted or work performed pursuant to this AGREEMENT is inadequate, it will issue a Notice of Disapproval to the COUNTY. The Notice of Disapproval delineates the deficiencies in the document or work, describes the necessary modifications to address the deficiencies and provides an expected timeframe to correct the deficiencies. Failure to revise, correct or otherwise respond to the Notice of Disapproval shall be deemed a violation of this AGREEMENT.
13. **Kansas Licensure Requirement.** All work performed pursuant to this AGREEMENT shall be under the direction and supervision of a professional engineer or geologist licensed in the State of Kansas with expertise in environmental site investigations and remediation. Within thirty (30) days of the effective date of this AGREEMENT, COUNTY shall notify KDHE of the name, title, license number and qualification of the

engineer or geologist, and of any contractors or subcontractors and their personnel to be used in carrying out the terms of this AGREEMENT. COUNTY shall notify KDHE of any changes of name, title, license number and qualifications of the engineer, geologist, contractors, subcontractors and their personnel within thirty (30) days of the occurrence of such change.

REQUIRED TASKS

General Removal Provisions.

14. **Work To Be Performed:** The remediation of the Wades Aluminum Site will require the COUNTY to commit to a Removal Site Evaluation (RSE), a Removal Action Design (RAD) and the Removal Action (RA), which will include land use restrictions.
15. **Removal Site Evaluation.** Within sixty (60) days of the effective date of this AGREEMENT, KDHE will conduct an RSE at the Site in accordance with Exhibit 2a (RSE SOW) which will accomplish the following: a) Define the vertical and horizontal extent of metals contamination in soil and sediment at the site and determine volume of contaminated materials for removal; b) Characterize and determine waste volumes (hazardous and nonhazardous) for the purposes of removal of waste piles and contents of drums stored on-site; and, c) Determine if the Site has impacted surface and/or groundwater quality. A RSE Report will be provided to the County to document the findings and be sufficient to develop a plan for remedial action. The RSE shall be completed by KDHE within 180 days of signature of this Agreement, unless mutually extended by the Parties. The RSE Report, upon issuance, shall be incorporated herein by

reference and shall be attached as Exhibit 2b.

16. KDHE's costs to the COUNTY for performing the RSE shall not exceed Thirty-Two Thousand Two Hundred Ninety-One Dollars And Sixty Cents (\$32,291.60) including, but not limited to salaries, travel, supplies, equipment, per diem, analytical data, and all other associated costs. A copy of the RSE cost estimate is provided as Exhibit 2c.
NOTE: THE CHARGE TO THE COUNTY TO PERFORM THE RSE IS SEPARATE FROM AND IN ADDITION TO KDHE's CHARGES FOR TECHNICAL OVERSIGHT AND REGULATORY MANAGEMENT PROVIDED FOR BELOW.
17. **Removal Action Design Plan and Implementation Schedule.** Within sixty (60) days of the issuance by KDHE of its RSE report, COUNTY shall hire either a licensed engineer or licensed geologist (Consultant) to develop a RAD Plan to properly remediate the Site based on the data collected by KDHE during the RSE. The RAD Plan shall incorporate a RAD Implementation Schedule. Both the RAD Plan and RAD Implementation Schedule shall be submitted for KDHE approval. The RAD Plan and RAD Implementation Schedule shall not be deemed complete until approved by KDHE at which time the RAD Plan shall become incorporated into this AGREEMENT and made a part hereof as Exhibit 3 and RAD Implementation Schedule shall be incorporated into this AGREEMENT and made a part hereof as Exhibit 4.
18. **Agency Decision Document.** Upon approval of the RAD Plan and RAD Implementation Schedule, KDHE shall draft and issue an Agency Decision Document describing proposed removal action activity for the Site. Once final, the Agency Decision

Document shall become incorporated into this AGREEMENT and made a part hereof as Exhibit 5.

19. **Implementation of the Removal Action.** COUNTY shall commence implementation of the tasks detailed in the RAD Plan and RAD Implementation Schedule within thirty (30) days from the date of KDHE approval. The Removal Action (RA) shall be conducted in accordance with the standards and specifications contained in the approved RAD Plan, and implemented within the approved RAD Schedule. COUNTY shall submit a draft and final RA Summary Report documenting the cleanup activities for KDHE approval pursuant to the RAD Plan and RAD Implementation Schedule.
20. **Wells Required by AGREEMENT.** Any wells installed on property that is owned by the COUNTY for the purposes of this AGREEMENT shall be deemed the property of COUNTY. Prior to termination of this AGREEMENT, upon approval of KDHE, all wells for which COUNTY is responsible shall be closed in compliance with KDHE regulations. Written notice shall be provided to the KDHE project coordinator as set forth in this AGREEMENT unless otherwise approved by KDHE.
21. **Sample Collection.** At the request of KDHE, COUNTY shall provide or allow KDHE or its authorized representatives to take split samples of all samples collected by COUNTY pursuant to this AGREEMENT. Similarly, at the request of COUNTY, KDHE shall allow COUNTY or its authorized representatives to take split or duplicate samples of all samples collected by KDHE under this AGREEMENT. KDHE shall notify COUNTY at least seven (7) days before conducting any sampling under this AGREEMENT, provided,

however, that if seven (7) days notice of sample collection activity is not possible, KDHE and COUNTY shall give such advance notice to enable each party to have a representative present during said sample collection activity.

22. **Quality Assurance.**

- a. All samples analyzed pursuant to this AGREEMENT shall be analyzed by a KDHE-approved laboratory using KDHE-approved laboratory methodologies.
- b. All sample collection and analysis shall be performed in compliance with the approved work plan(s), including scheduling of analyses, documentation of sample collection, handling and analysis.

23. Laboratory analytical report forms shall be submitted to KDHE for all analytical work performed pursuant to this AGREEMENT. Any deviation from the procedures and methods set forth in these documents must be approved by KDHE prior to use. COUNTY shall notify KDHE within five (5) working days of notice or knowledge of a potential deviation from prescribed procedures or methods. Such notice shall provide information as to the nature of the deviation, if known, and outline a proposed investigation to determine whether the sample or results are representative or should not be considered valid. If the results cannot be validated by evaluation of the quality assurance/quality control procedures, historical data and/or laboratory protocol, COUNTY will resample if directed to do so by KDHE. COUNTY shall notify KDHE at least seven (7) days before conducting re-sampling.

24. **Data/Document Availability.** COUNTY shall make available to KDHE all results of

sampling or tests, or other data generated by or on its behalf with respect to the implementation of this AGREEMENT. COUNTY shall report the results of such sampling or testing, or other data in accordance with the task specific work plans and schedules identified in this AGREEMENT or as otherwise directed by KDHE. Upon completion of quality assurance and quality control assessment of the data, KDHE shall make available to COUNTY results of sampling and tests, and other data obtained relative to this AGREEMENT, unless it is otherwise prohibited by law.

25. **Access.**

- a. KDHE and any of its agents or contractors shall be allowed and authorized by COUNTY to enter and freely move about all property at the Site for the purpose, among other things, of interviewing site personnel and contractors; inspecting records, operating logs, and contracts related to the activities set out in the work plan(s); reviewing the progress of COUNTY in carrying out the terms of this AGREEMENT; conducting such sampling and tests as KDHE deems necessary; using a camera, sound recording, or other documentary type equipment; and verifying the reports and data submitted to KDHE by COUNTY. COUNTY shall permit such persons to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data that pertain to work undertaken pursuant to this AGREEMENT.
- b. To the extent that work required by the Work Plan(s) must be done on property not owned or controlled by COUNTY, COUNTY shall use its best efforts to

obtain access agreements from the present owner(s) of such property within thirty (30) days of the date the need for access is known. Best efforts include, but are not limited to, reasonable payment of monies to the property owner. Any such access agreement shall be incorporated by reference into this AGREEMENT. In the event that agreements for site access are not obtained within thirty (30) days of the date the need for access is known, COUNTY shall notify KDHE regarding both the lack of and its failure to obtain such agreements within seven (7) days thereafter. In the event that KDHE obtains access for COUNTY, all costs incurred by KDHE shall be reimbursed by COUNTY. Upon KDHE's obtaining access for COUNTY, COUNTY shall undertake approved work on such property. KDHE shall not be responsible for any injury or damage to persons or property caused by the negligent or willful acts or omissions of COUNTY, its officers, employees, agents, successors, assigns, contractors or any other person acting on COUNTY' behalf in carrying out any activities pursuant to the terms of this AGREEMENT.

26. **Field Activities Notification.** COUNTY shall provide KDHE at least seven (7) days advance written notification before conducting any investigation and/or remediation, or other ancillary activities related to such measures, whether conducted pursuant to the AGREEMENT or to a request, requirement or AGREEMENT from any other federal, state or local regulatory authority where the resultant data or information would be used in part or in full to satisfy requirements of the AGREEMENT. Failure to provide

advance written notification may result in KDHE rejection of the data obtained or work conducted by the COUNTY. Advance written notification is to be accomplished by completing the KDHE-BER Remedial Section Field Activities Notification Form on the KDHE website for each activity as distinguished by separate field mobilizations. If website access is not available, COUNTY may provide required written notification by completing the form (Exhibit 6) and submitting to the designated KDHE project coordinator.

ADDITIONAL PROVISIONS

27. **Other Claims and Parties.** Nothing in this AGREEMENT shall constitute or be construed as a release for any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation not named herein for any liability arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the facility or the Site.
28. **Other Applicable Laws.** All actions required to be taken pursuant to this AGREEMENT shall be undertaken in accordance with all applicable local, state and federal laws and regulations.
29. **Project Coordinator.** COUNTY has designated as its project coordinator:

Marty Pearson
Bourbon County, Kansas
210 S. National
Ft. Scott 66701

He shall be responsible for overseeing the implementation of this AGREEMENT on behalf of the COUNTY. The KDHE project coordinator identified below will be KDHE's designated representative:

Maura O'Halloran, L.G.
Bureau of Environmental Remediation/KDHE
Curtis State Office Building
1000 SW Jackson, Suite 410
Topeka, Kansas 66612-1367
Office: 785-296-1676

To the maximum extent possible, all communications between COUNTY and KDHE and all documents, reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this AGREEMENT, shall be directed through the project coordinators. The parties agree to provide at least seven (7) days written notice prior to changing project coordinators. The absence of the KDHE project coordinator from the Site shall not be cause for the stoppage of work.

30. **Notification.** Unless otherwise specified, reports, notices or other submissions required under this AGREEMENT shall be sent to the KDHE project coordinator.
31. **Service of Process, Return Receipt Delivery.** The Parties may be served personally or by return receipt delivery to the addresses provided below. "Return Receipt Delivery" shall include service effected by United States Postal Service certified mail or priority mail, or commercial courier services, evidenced by a written or electronic receipt showing to whom it was delivered, the address where delivered, date of delivery, and the person or entity effecting delivery.

For the State of Kansas:

Office of Legal Services
1000 SW Jackson, Suite 560
Topeka, Kansas 66612-1368
785-296-5334

A copy of all documents served shall be sent to the KDHE project coordinator, also.

For the COUNTY:

Joanne Long
County Clerk
Bourbon County, Kansas
210 S. National
Ft. Scott 66701

32. Reimbursement of Costs for Technical Oversight and Regulatory Management.

- a. KDHE agrees to provide technical oversight and regulatory management during the Removal Action of the soils and sediment, the cost of which shall be reimbursed by the COUNTY. The total reimbursable costs shall not exceed Twenty Thousand Dollars (\$20,000.00). Technical oversight and regulatory management activities shall include, but are not limited to: a) Assuring that the project complies with applicable state and federal statutes and regulations; b) Reviewing and approving the final remedial design plan; c) Providing oversight to the County's environmental contractor throughout the remediation process; and, d) Performance of verification sampling following the remediation of the Site. THESE COSTS ARE SEPARATE FROM, AND IN ADDITION TO, THE COST OF PERFORMING THE RSE.
- b. Costs incurred by KDHE from the effective date of this AGREEMENT until the

end of the next calendar quarter shall be billed forty-five (45) days following the end of the calendar quarter. Thereafter, KDHE shall bill COUNTY for all costs incurred by KDHE during each calendar quarter forty-five (45) days following the end of the calendar quarter. Payment of the invoice is due upon receipt. The invoice to be used will be substantially similar to the exemplar found in Exhibit 7.

COUNTY shall remit a check for the full amount of costs so invoiced, made payable to the Kansas Department of Health and Environment. Failure to pay the total balance due within thirty (30) days of issuance of the invoice shall be considered a violation of the AGREEMENT.

- c. Payment for all costs assessed to COUNTY shall be made to:

Kansas Department of Health and Environment
Bureau of Environmental Remediation
Attn: Administration
1000 SW Jackson Street, Suite 410
Topeka, Kansas 66612-1367

- d. A copy of the check and transmittal letter shall be sent to the KDHE project coordinator specified herein.

33. **Mutual Agreement.** Each Party acknowledges that it has read all of the terms of this AGREEMENT, has had an opportunity to consult with counsel of its own choosing or voluntarily waived such right and enters into this AGREEMENT voluntarily and without duress.

34. **Joint Drafting.** This AGREEMENT shall be deemed to have been jointly drafted by the Parties, and in construing and interpreting this AGREEMENT, no provision shall be

construed and interpreted for or against either of the Parties because such provision or any other provision of the AGREEMENT as a whole is purportedly prepared or requested by such Party.

35. **Choice of Law, Jurisdiction and Venue.** The laws of the State of Kansas shall govern the terms of this AGREEMENT. In any judicial action to enforce provisions of this AGREEMENT, jurisdiction and venue shall be proper in the District Court of Shawnee County, Kansas.
36. **Entire Agreement.** This AGREEMENT contains the entire agreement between the Parties, and may only be modified in writing signed by the Parties or their duly appointed agents. All prior agreements and understandings between the Parties concerning the subject matter hereof are superseded by the terms of this AGREEMENT.
37. **Successors and Assigns.** This AGREEMENT shall be binding on and inure to the benefit of the Parties and their respective agents, employees, affiliates, successors and assigns. No change in the ownership or corporate status of COUNTY shall alter its responsibilities under this AGREEMENT. Successors or assigns, if required by KDHE, shall execute an amendment or other writing attesting to the assumption of the terms, conditions and performance of the AGREEMENT. An assignment shall not relieve the COUNTY from the obligations to carry out the terms and conditions of this AGREEMENT in the event the assignee fails to do so.
38. **Authority.** Each Party has full knowledge of and has consented to this AGREEMENT, and represents and warrants that each person who executes this AGREEMENT on its

behalf is duly authorized to execute this AGREEMENT on behalf of the respective Party and legally bind the Party represented to this AGREEMENT.

39. **Amendment.** This AGREEMENT may be amended by mutual consent of KDHE and COUNTY, and any such amendment shall be in writing.
40. **Effective Date.** This AGREEMENT and any amendment thereto shall become effective as of the date the AGREEMENT or any amendment thereto is signed by the Secretary of KDHE.
41. **Termination.** The provisions of this AGREEMENT shall terminate upon the receipt by the COUNTY of written notice from KDHE that COUNTY has demonstrated that the terms of this AGREEMENT have been satisfactorily completed.

IN WITNESS WHEREOF...

The Parties have affixed their signatures below:

BOURBON COUNTY, KANSAS

KANSAS DEPARTMENT OF
HEALTH AND ENVIRONMENT

By:


Signature

TERRY GRAHAM
Name (Typed or Printed)

Chairman Bourbon Co. Comm.
Title

11-15-2010
Date

By:



~~Roderick L. Bremby~~ John W. Mitchell
Acting Secretary

12-20-2010
Date

LIST OF EXHIBITS

Exhibit 1: Site Location Map.

Exhibit 2a: Removal Site Evaluation (RSE) Scope of Work (SOW).

Exhibit 2b: KDHE's RSE Report.

(Incorporated herein upon KDHE issuance).

Exhibit 2c: RSE Cost Estimate.

Exhibit 3: Removal Action Design (RAD) Plan.

(Incorporated herein upon KDHE approval).

Exhibit 4: Removal Action Design (RAD) Schedule.

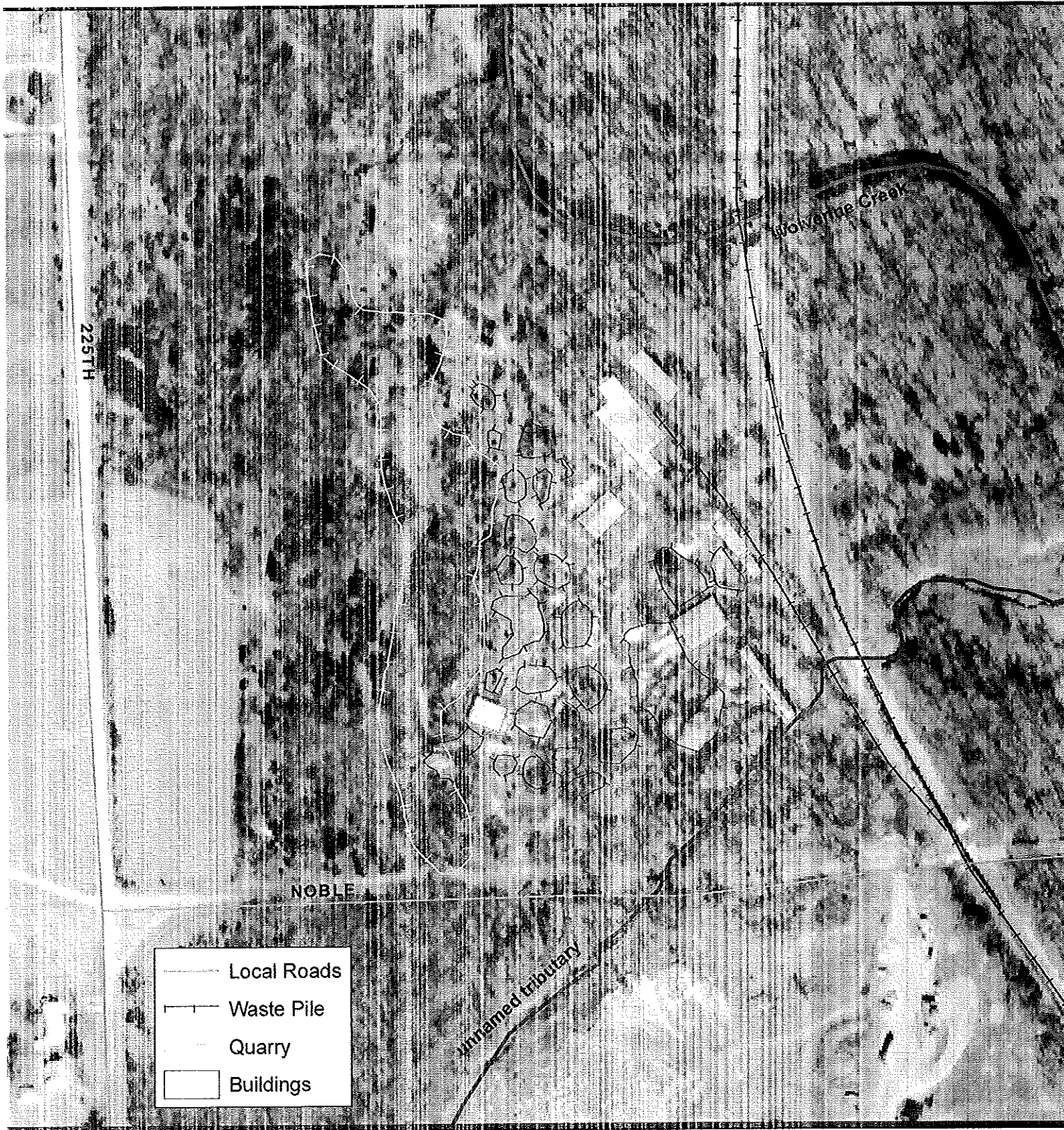
(Incorporated herein upon KDHE approval).

Exhibit 5: Agency Decision Document.

(Incorporated herein upon KDHE approval)

Exhibit 6: Field Activities Notification Form.

Exhibit 7: Exemplar of KDHE Invoice.



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Area Map

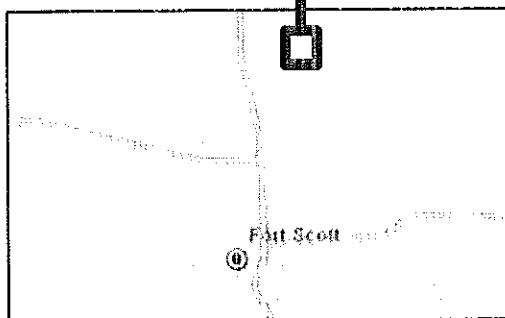


Exhibit 1
Site Location Map
Wade's Aluminum Products
Bourbon County, KS

Exhibit 2a
Removal Site Evaluation Scope of Work
Wade's Aluminum Site, Fort Scott, Kansas

OBJECTIVES:

The following Scope of Work has been prepared for conducting a Removal Site Evaluation (RSE) for the Wade's Aluminum Site located in Fort Scott, Kansas. The primary objectives of the RSE are:

1. Define the vertical and horizontal extent of contamination in order to estimate waste volumes and contaminated soil with lead levels greater than 1,000 mg/Kg;
2. Identify contents of drums stored on site;
3. Collect surface water samples to determine possible impact on aquatic life;
4. Collect sediment/soil samples to determine if sediment removal is necessary;
5. Collect groundwater samples to determine impact;
6. Gather sufficient data to develop plans for remedial action. The development of the remedial action plan is not part of the scope of work for this investigation; however, the data collected must be sufficient to develop the plan for remedial action.

SCOPE OF WORK:

KDHE will perform the following scope of work (SOW) for this project

- The analysis of up to 65 unbiased surface soil locations using in situ XRF technology; alternatively, in case of wet conditions, the collection of up to 65 unbiased surface soil samples for off-site XRF analysis. The surface soil locations will be placed in a grid pattern of 100 feet by 100 feet with samples collected every 100 foot interval from the central point of the grid.
- The analysis of up to 25 biased surface soil locations using in situ XRF technology; alternatively, in case of wet conditions, the collection of up to 25 biased surface soil samples for off-site XRF analysis,
- The collection of a minimum of 40 samples from waste piles for analysis of Toxicity Characteristic Leaching Procedure (TCLP) (8 RCRA metals plus zinc, SW-846 1311/6010/7470),
- The collection of a minimum of 6 waste samples collected from barrels at the site for analysis of total metals (8 RCRA metals plus zinc, SW-846 6010/7470) and Toxicity Characteristic Leaching Procedure (TCLP) (8 RCRA metals plus zinc, SW-846 1311/6010/7470),

- Waste volume determination and accumulative total waste volume; the length, width, and depth measurements for each surficial waste deposit will be recorded in the field logbook and the area will be documented through GPS coordinates,
- All sample locations will be documented through GPS coordinates,
- The volume of contaminated soils will be determined and an accumulative total volume will be calculated,
- A minimum of 5 percent of soil XRF soil analysis samples will be submitted for laboratory confirmation analysis to compare results to RSK residential and non-residential soil levels for 8 RCRA metals plus zinc (SW-846 6010/7470),
- The collection of up to 3 groundwater samples (with respective groundwater levels) for laboratory analysis for 8 RCRA metals plus zinc (SW-846 6010/7470) for comparison to RSK residential groundwater values. All groundwater samples will be field filtered, each boring will be logged, and the location will be recorded using GPS coordinates,
- The collection of up to 4 sediment/soil samples for laboratory analysis of arsenic, cadmium, lead and zinc (SW-846 6010) in order to compare results to Threshold Effect Concentrations (TEC), The sediment/soil samples will be collected from Wolverine Creek, a classified stream, and its unnamed tributary,
- The collection of up to 4 surface water samples for laboratory analysis of arsenic, cadmium, lead and zinc (SW-846 6010) in order to compare results to Kansas Water Quality Standards. The surface water samples will be collected from Wolverine Creek, a classified stream, and its unnamed tributary,
- The collection of a minimum of 5 quality assurance/quality control samples,

After receipt and analysis of the data, a report will be prepared. The report will summarize the RSE findings and conclusions, the rationale for RSE field activities and provide RSE findings and conclusions based on information obtained during the course of the RSE. The report will include a summary of historical research regarding the Site, RSE property map, figures depicting the surficial area of identified wastes, sample collection information, XRF analytical results, laboratory analysis, assessment of the quality of the data collected, waste volume calculations, quarry volume estimates, and conclusions and recommendations.

Exhibit 2B

Site Name: Wade's Aluminum Products, Inc.
 Site Location: Fort Scott, KS
 Costs For: Site Investigation
 Services will be performed in accordance with the attached unit fee schedule.

Task 1 - Work Plan/QAPP/HSP development

	Number	Unit	Rate	Total
Professional Geologist 3	20.00	hours	\$40.00	800.00
Professional Geologist 4 review	3.00	hours	\$45.00	135.00
Environmental Scientist 5 review	1.00	hours	\$51.00	51.00
Environmental Technician 3 drafting	3.00	hours	\$25.00	75.00
Clerical	1.00	hours	\$25.00	25.00
Subtotal				\$1,086.00
Task 1 total with administrative fees				\$1,520.40

Task 2 - Field Investigation

XRF field screening

Professional Geologist 3	24	hours	\$40.00	\$960.00
Professional Geologist 3 per diem	11	quarters	\$9.50	\$104.50
Professional Geologist 3 lodging	2	days	\$77.00	\$154.00
Environmental Scientist 2	24	hours	\$35.00	\$840.00
Environmental Scientist 2 per diem	11	quarters	\$9.50	\$104.50
Environmental Scientist 2 lodging	2	days	\$77.00	\$154.00
Geological Associate	48	hours	\$31.00	\$1,488.00
Geological Associate per diem	22	quarters	\$9.50	\$209.00
Geological Associate lodging	4	days	\$77.00	\$308.00
XRF rental	6	days	\$750.00	\$4,500.00
GPS unit	6	days	\$50.00	\$300.00
Support truck	350	miles	\$0.50	\$175.00
Subtotal				\$9,297.00
Subtotal with administrative fees				\$13,015.80

Groundwater Investigation

Geoprobe mobilization	290	miles	1.50	\$435.00
Geoprobe direct push	1	day	1,350.00	\$1,350.00
Geoprobe Operator (Environmental Technician 4)	8	hours	33.00	\$264.00
Electronic water level indicator	1	day	10.00	\$10.00
Borehole plugging (estimate)	45	foot	1.00	\$45.00
Professional Geologist 3 (logging)	3	hours	40.00	\$120.00
Subtotal				\$2,224.00
Subtotal with administrative fees				\$3,113.60

Quarry surveying

Carlson Survey, not to exceed	1	event	3,000.00	\$3,000.00
Subtotal with administrative fees				\$3,375.00

Analytical, Test America

Soils analysis RCRA metals + zinc (6010/7470)	5	sample	\$88.00	\$440.00
Drum Content Analysis RCRA metals + zinc (6010/7470)	6	sample	\$88.00	\$528.00
TCLP RCRA metals + zinc (6010/7470)	6	sample	\$100.00	\$600.00
Smelter Waste Analysis TCLP RCRA metals + zinc (6010/7470)	40	sample	\$100.00	\$4,000.00
Sediment Analysis RCRA metals + zinc (6010/7470)	4	sample	\$88.00	\$352.00
Surface water analysis RCRA metals + zinc (6010/7470)	4	sample	\$88.00	\$352.00
Groundwater analysis RCRA metals + zinc (6010/7470)	3	sample	\$88.00	\$264.00

Exhibit 2B

Site Name: Wade's Aluminum Products, Inc.
Site Location: Fort Scott, KS
Costs For: Site Investigation
page 2

Quality Assurance/Quality Control Analysis

	Number	Unit	Rate	Total
Soils analysis RCRA metals + zinc (6010/7470)	1	sample	\$88.00	\$88.00
Smelter waste analysis RCRA metals + zinc (6010/7470)	1	sample	\$88.00	\$88.00
Sediment Analysis RCRA metals + zinc (6010/7470)	1	sample	\$88.00	\$88.00
Surface water analysis RCRA metals + zinc (6010/7470)	1	sample	\$88.00	\$88.00
Groundwater analysis RCRA metals + zinc (6010/7470)	1	sample	\$88.00	\$88.00

Analytical subtotal \$6,976.00
Analytical total with administrative fees \$7,848.00

Task 2 Total

\$23,977.40

Task 3 - Report

Geologist 3	40	hours	\$40.00	\$1,600.00
Geologist 4 review	12	hours	\$45.00	\$540.00
Environmental Scientist 5 review	2	hours	\$51.00	\$102.00
Environmental Technician 3 drafting	6	hours	\$25.00	\$150.00
Clerical	2	hours	\$25.00	\$50.00

Task 3 Subtotal \$2,442.00
Task 3 Total with administrative fees \$3,418.80

PROJECT TOTAL

\$32,291.60

Exhibit 2B

Exhibit 2B

Exhibit 6

KDHE-BER Remedial Section Field Activities Notification Form

This field notification form is only applicable to sites managed by the Remedial Section and is **not** intended for use by other programs such as the Underground Storage Tank Program. If internet access is unavailable to provide the advance written notification via our website (<http://www.kdheks.gov/remedial/index.html>), please complete this form and fax to 785-296-7030. If you have any problems completing this form, please call 785-296-1673.

Note: If you are amending or canceling a previous notification, please enter the exact ID number (if known).

- ☐ I want to submit a new notification.
- ☐ I want to amend a previous notification. (Enter ID number if known) _____
- ☐ I want to cancel a previous notification. (Enter ID number if known) _____

(*denotes required fields)

*Project Name: _____

*KDHE Project Manager: _____

Location of work:

*County: _____

City (or nearest city): _____

Anticipated dates and duration of work:

*Start Date (mm/dd/yy): _____

*Duration of work (days): _____

- ☐ Check this box if work is expected to occur on any weekend or holiday days.

Primary Field Contact:

*Name: _____

*Affiliation/Company: _____

*Primary Phone Number: _____ Alternate Phone Number: _____

Email Address: _____

Alternate Contact:

*Name: _____

*Affiliation/Company: _____

*Primary Phone Number: _____ Alternate Phone Number: _____

Email Address: _____

***Brief Description of Work to be Performed:**

Form of Invoice for Oversight Costs
(Payroll and Expense Detail Entries are for Example Purposes Only)

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

Period: XX/XX/XX through XX/XX/XX

Date: XX/XX/XX

Payment Due in 30 days

This invoice is for oversight costs for the State Cooperative Program. Please make check payable to the Bureau of Environmental Remediation and enclose a copy of the invoice with payment to ensure your account is credited appropriately. Questions regarding this invoice should be directed to Linda Benson at (785) 291-3248 or lbenson@kdheks.gov.

Bill To: XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

Remit To: KDHE/Bureau of Environmental Remediation
Attn: Linda Benson
1000 SW Jackson Street, Suite 410
Topeka, KS 66612-1367

Project Name: XXXXXXXXXXXXXXXXXXXX
Consent Order: XX-E-XXXX Cost Acct: XXX

Payroll Details:

Title:	Program Consultant I
Total Hours:	x.xx
Title:	Administrative Assistant
Total Hours:	x.xx
Title:	Administrative Specialist
Total Hours:	x.xx
Title:	Prof Geologist IV
Total Hours:	x.xx
Title:	Environmental Scientist II
Total Hours:	x.xx
Title:	Prof Environmental Eng II
Total Hours:	x.xx

Expense Details:

Type of Expense:	Lab Analysis
Vendor Name:	XXXX
Amount:	\$xxx.xx
Type of Expense:	Field Supplies
Vendor Name:	XXXX
Amount:	\$x.xx
Type of Expense:	Travel (SCP)
Vendor Name:	XXXX
Amount:	\$xx.xx

Payroll Costs: \$xxx.xx
Other Costs: \$xxx.xx
Internal Costs: \$xxx.xx

TOTAL DUE: \$x,xxx.xx

Please Note: The Kansas Department of Health and Environment's (KDHE) internal office expenses which are administrative costs, computer use, rent, utilities and other support services are included with this invoice. This amount equals 40% of the payroll and other costs totals, except for contractual, field supplies, KDHE equipment use, and lab analysis, which are computed at 12.5%.

THIS IS AN INVOICE

KDHE now accepts DiscoverCard. A 2.5% convenience fee will be assessed on all DiscoverCard transactions. If paying by DiscoverCard, contact Teresa Hattan at (785)296-8049 or thattan@kdhe.state.ks.us for details.